

RE

09-28-2005



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Y

9/28/05

attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

ArchivesOne, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporate-State Connecticut
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: September 23, 2005

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ yes ☐ no

(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? ☐ yes ☐ no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

1. 78/451,945 (7/16/04)

09/28/2005 DBYRNE 00000247 78451945

01 FC:8521

02 FC:8522

40.00 OP
25.00 OP

Additional numbers attached? ☐ Yes ☒ No

B. Trademark Registration No.(s)

1. 2,657,835 (12/10/02)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

101 Federal Street

Street Address:

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41)..... \$65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature

September 27, 2005
Date

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 003228 FRAME: 0534

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 23, 2005, by ArchivesOne, Inc. (the "**Pledgor**"), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Pledgor, its Subsidiaries, the Administrative Agent and the lenders party thereto (the "**Lenders**") have entered into that certain Credit Agreement, dated as of the date hereof (as in effect from time to time, the "**Credit Agreement**").

WHEREAS, the Pledgor is party to a Guarantee and Security Agreement of even date herewith (the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

BOS_503015_1.DOC

SECTION 4. Termination. Upon the termination of the Security Agreement as provided in Section 13.4(a) thereof, but subject to Section 13.4(b) thereof, (a) this Agreement shall terminate and (b) the Administrative Agent shall, promptly upon the request (and at the expense) of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

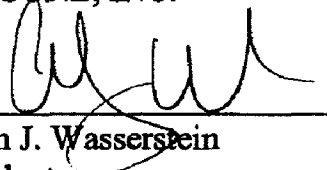
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARCHIVESONE, INC.

By: _____


Adam J. Wasserstein
President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARCHIVESONE, INC.

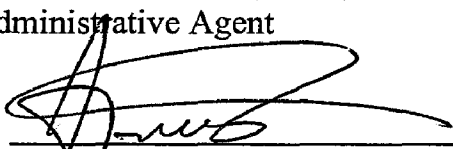
By: _____

Adam J. Wasserstein
President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____


Name: ISRAEL LOPEZ
Title: SENIOR VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
ArchivesOne, Inc.	A ARCHIVESONE	2657835	Dec. 10, 2002

Trademark Applications:

OWNER	TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
ArchivesOne, Inc.	SHREDONE	78451945	July 16, 2004